



RECORDATION NO. **18737** FILED 1425

MAR 21 1994 -2 55 PM

INTERSTATE COMMERCE COMMISSION

NorRail, Inc.
Buying, Selling, Leasing
Railcars / Locomotives

308 12th Avenue South, Buffalo, Minnesota 55313 • Phone: (612) 557-0215 • Fax: (612) 682-2452

March 18, 1994

0100149052

Ms. Mildred Lee
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Lee:

I enclose an original and two copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is an Affidavit, a primary document, dated March 17, 1994.

The Name and address of the affiant, who is the party to the document, is as follows:

Affiant: Russell S. Adams, Vice President - Sales
NorRail, Inc.
308 12th Avenue South
Buffalo, Minnesota 55313

The Affidavit concerns a Bill of Sale, a true and correct copy of which is attached to the Affidavit. The party to that Bill of Sale is as follows:

Seller: General Electric Railcar Services Corporation
33 West Monroe Street
Chicago, Illinois 60603

A description of the equipment covered by the enclosed document is attached to the Bill of Sale which is attached to the Affidavit.

The filing fee of \$18.00 is enclosed. Please return the original (bearing your recording information) and any extra copies not needed by the Commission for recordation (also bearing your recording information) to: Russell S. Adams, Vice President - Sale, NorRail, Inc., 308 12th Avenue South, Buffalo, Minnesota 55313. We would ask that you would return it by Federal Express and a completed Federal Express label and envelope is enclosed for your convenience in doing so. (The Federal Express label is completed so that any and all charges will be billed to NorRail, Inc.) If you have any questions about this filing, please call Russell S. Adams at 612/557-0215.

RECEIVED
OFFICE OF THE
SECRETARY
MAR 21 2 47 PM '94
LICENSING BRANCH

Ms. Mildred Lee
March 18, 1994
Page 2

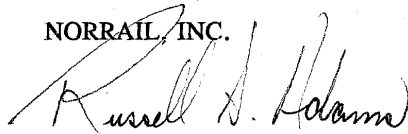
A short summary of the document to appear in the index follows:

Affidavit of Russell S. Adams, Vice President - Sales of NorRail, Inc., 308 12th Avenue South, Buffalo, Minnesota 55313, concerning NorRail Inc.'s purchase of fifty-five (55) railcars (bulkhead, FB, 100T, 56'8") from General Electric Railcar Services Corporation, 33 West Monroe Street, Chicago, Illinois 50603, to which is attached a Bill of Sale from General Electric Railcar Services Corporation to NorRail, Inc.

I have compared both of the enclosed copies of the Affidavit with all of its attachments with the original Affidavit with its attachments, and found the copies to be complete and identical in all respects to the original Affidavit with its attachments. I declare under penalty of perjury that the foregoing is true and correct.

Very truly yours,

NORRAIL, INC.

A handwritten signature in dark ink, appearing to read "Russell S. Adams", is written over the printed name below.

Russell S. Adams, Vice President - Sales

Interstate Commerce Commission
Washington, D.C. 20423

3/23/94

OFFICE OF THE SECRETARY

Russell S. Adams
Vice President -Sales
NorRail Inc
308 12th Avenue South
Buffalo, Minnesota 55313

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **3/21/94** at **2:55pm**, and assigned
recording number(s). **18737**

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

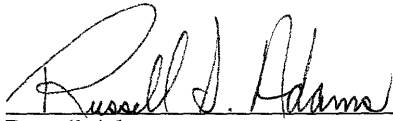
STATE OF MINNESOTA)
) SS
COUNTY OF WRIGHT)

18737
RECORDATION NO. _____ FILED 1425
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INTERSTATE COMMERCE COMMISSION


Affiant, duly sworn upon oath, does state as follows:

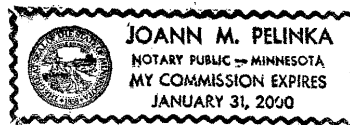
1. I am the Vice President - Sales of NorRail, Inc., a Minnesota corporation.
2. NorRail, Inc. purchased the rail cars identified on the scheduled attached hereto from General Electric Railcar Services Corporation on Feb. 28, 1994, as evidenced by the attached Bill of Sale.
3. The attached Bill of Sale is complete and identical in all respects to the original document.
4. I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: March 18, 1994


Russell Adams

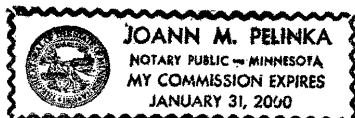
Subscribed and sworn to before me
this 18th day of March, 1994.

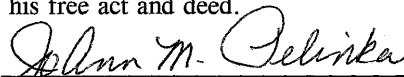

Notary Public



STATE OF MINNESOTA)
) SS
COUNTY OF)

On this 18th day of March, 1994, before me, personally appeared Russell Adams, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.




Notary Public
My Commission expires 1/31/00

B I L L O F S A L E

MAR 21 1994 -2 55 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, That GENERAL ELECTRIC RAILCAR SERVICES CORPORATION (F/K/A GENERAL ELECTRIC RAILCAR LEASING SERVICES CORPORATION), a Delaware corporation, with its principal place of business at 33 West Monroe Street, Chicago, Illinois (hereinafter called "Seller"), for and in consideration of the sum of \$10.00 and other valuable consideration in full payment for the equipment hereinafter specified, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents does grant, bargain, sell, convey and deliver to NORRAIL CORPORATION (hereinafter called "Purchaser"), its successors and assigns, the following described equipment, to wit:

TO HAVE AND TO HOLD the said equipment unto the said Purchaser, its successors and assigns, to and for its own use, forever.

DESCRIPTION OF CARS

100 ton bulkhead flatcars (for car numbers see Exhibit A)

It is understood and agreed that the sale of said equipment is on an "AS IS" and "WHERE IS" basis, and Seller does not make any representation or warranty as to the condition, quality, description, durability or suitability of such equipment. Seller neither assumes nor authorizes any person to assume for it any liability of any kind whatsoever in connection with such sale. IT IS FURTHER UNDERSTOOD AND AGREED THAT SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

Seller warrants to Purchaser, its successors and assigns, that at the time of delivery of said equipment Seller had legal title to said equipment and good and lawful right to grant, bargain, sell, convey and deliver as aforesaid and that title to said equipment was, as of the date of delivery of said equipment to Purchaser, free of all claims, liens and encumbrances whatsoever. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE FOREGOING WARRANTY OF TITLE IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.

IN WITNESS WHEREOF, Seller has caused these presents to be executed in its behalf by a duly authorized officer and attested by its Assistant Secretary, as of the 28th day of February, 1994.

GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION

ATTEST:

Renee Ann Cunder
Assistant Secretary

By 
Vice President

Exhibit A

Car Initial	Car Number
MILW	62056
MILW	62060
MILW	62061
MILW	62063
MILW	62064
MILW	62065
MILW	62068
MILW	62069
MILW	62074
MILW	62088
MILW	62091
MILW	62099
MILW	62108
MILW	62111
MILW	62112
MILW	62115
MILW	62116
MILW	62117
MILW	62118

Car Initial	Car Number
NAFX	62104
NAFX	62106
NAFX	62125
NAFX	62139
NAFX	62144
NAFX	62145

Car Initial	Car Number
MILW	62078
MILW	62080
MILW	62080
MILW	62103
MILW	62113
MILW	62055
MILW	62070
MILW	62083
MILW	62084
MILW	62141
MILW	62050
MILW	62057
MILW	62059
MILW	62082
MILW	62102
MILW	62105
MILW	62119
NAFX	62062
NAFX	62087

MILW	62124
MILW	62127
MILW	62128
MILW	62131
MILW	62132
MILW	62133
MILW	62134
MILW	62143
MILW	62148
MILW	62149